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Acci. Asso. v. Munson (Neb.) 1 L. R. A. (N. S.) 1068, to have been effected by a stipulation in a contract of life insurance to the effect that proofs of death shall consist in part of the affidavit of the attending physician, which shall state the cause of his death, and such other information as may be required by the insurer.

Death by Wrongful Act—Damages—Evidence.—Evidence of earnings of persons proficient in trade is held, in *Central Foundry Co. v. Bennett* (Ala.) 1 L. R. A. (N. S.) 1150, not admissible upon the question of damages for negligently killing an apprentice.

Executors and Administrators—Assets—Action for Death.—A right of action for negligently killing a person is held, in *Jordan v. Chicago & N. W. R. Co.* (Wis.) 1 L. R. A. (N. S.) 885, to be an asset of his estate sufficient to warrant appointment of an administrator.

Implied Contracts—Services by Members of Family.—A woman taking her brother into her home, and, without benefit to herself, nursing and performing other menial services for him during his last illness, is held, in *Mark v. Boardman* (Ky.) 1 L. R. A. (N. S.) 819, to be entitled to an allowance of their value out of his estate, although there was no express contract that payment should be made.

Railroads—Fires.—A railroad company is held, in *Cincinnati, N. O. & T. P. R. Co. v. South Fork Coal Co.* (C. C. A. 6th C.) 1 L. R. A. (N. S.) 533, to be liable for setting fire to lumber stacked with its consent on its right of way at the place usually occupied by lumber awaiting transportation, although the lumber in question had not been delivered to it for that purpose.

Threshing Machines—Fires.—The owner of a threshing-machine engine is held, in *Martin v. McCrary* (Tenn.) 1 L. R. A. (N. S.) 530, not to have fulfilled his duty to guard against fires by merely adopting a spark arrester in general use, where he had been in the habit of using an additional spark arrester which he had allowed to become out of order at the time the fire occurred.

Fire Escapes—Official Approval.—The effect of an official certificate of approval of fire escapes is held, in *Bonbright v. Schoettler* (C. C. A. 3d C.) 1 L. R. A. (N. S.) 1091, to be conclusive in favor of the property owner, as against civil liability to a person injured on account of alleged defects in them.

Forgery—What Constitutes.—Uttering a letter with a forged signature for the purpose of falsely representing the bearer to be a friend of the writer, and giving him standing with persons to whom it may

be presented, is held in *People v. Abeel* (N. Y.) 1 L. R. A. (N. S.) 730, to be forgery under the New York statute.

Voluntary Conveyances—Cancellation.—The right to cancel a voluntary conveyance of real estate, made to place it beyond the reach of a judgment in an anticipated action, is denied in *Carson v. Beliles* (Ky.) 1 L. R. A. (N. S.) 1007, as against the heirs of the grantee, although the threatened action had no foundation in law, and the grantee, upon being notified of the conveyance, promised to reconvey on demand.

Gifts—Deposits in Bank.—A gift inter vivos is held, in *Harris Banking Co. v. Miller* (Mo.) 1 L. R. A. (N. S.) 790, not to be established by depositing a fund in a bank with the statement that it was intended for the donee, and the delivery to the latter of a certificate of deposit with an indorsement indicating that it was his.

Homicide—Trespass.—Mere violation of a statute making it a misdemeanor to hunt on another's property without a permit is held, in *State v. Horton* (N. C.) 1 L. R. A. (N. S.) 991, not to be such an unlawful act as to render an accidental homicide committed while so doing a criminal offense.

Bastardy—Legitimation.—That illegitimate children were the result of adulterous intercourse is held, in *Miller v. Pennington* (Ill.) 1 L. R. A. (N. S.) 773, not to prevent the subsequent intermarriage of their parents, and their acknowledgment by their father, from effecting their legitimation under the Illinois statute.

Telegraphs and Telephones—Suit for Failure to Transmit.—A stipulation that a suit for breach of a contract to transmit a telegram must be brought within sixty days is held, in *Western U. Teleg. Co. v. Greer* (Tenn.) 1 L. R. A. (N. S.) 525, to be binding on a minor.

Insurance—Assessment Policy.—The right of the holder of an assessment policy from a company having the right to issue policies on both the assessment and the reserve plans, to require the company to continue the issuance of assessment policies, is denied in *Green v. Hartford L. Ins Co.* (N. C.) 1 L. R. A. (N. S.) 623.

Fraternal Insurance Orders—Membership.—The adoption of a by-law by a fraternal insurance order, excluding from membership persons engaged in the sale of intoxicating liquors, is held, in *Grand Lodge A. O. U. W. v. Haddock* (Kan.) 1 L. R. A. (N. S.) 1064, not to avoid the certificate of a member already engaged in that business, and who continued therein after the adoption of the by-law.